

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

**MICHAEL BRADSHAW,**  
individually and on behalf of all others  
similarly situated,

*Plaintiff,*

*v.*

**CHW GROUP INC., d/b/a CHOICE  
HOME WARRANTY, a New Jersey  
registered corporation,**

*Defendant.*

Case No.

**CLASS ACTION COMPLAINT**

**DEMAND FOR JURY TRIAL**

**CLASS ACTION COMPLAINT**

Plaintiff Michael Bradshaw (“Plaintiff Bradshaw” or “Bradshaw”) brings this Class Action Complaint and Demand for Jury Trial against Defendant CHW Group Inc. d/b/a Choice Home Warranty (“Defendant” or “Choice Home Warranty”) to stop the Defendant from violating the Telephone Consumer Protection Act (“TCPA”) by making pre-recorded and other telemarketing calls and text messages to consumers without consent. Plaintiff also seeks injunctive and monetary relief for all persons injured by Defendant’s conduct. Plaintiff Bradshaw, for this Complaint, alleges as follows upon personal knowledge as to himself and his own acts and experiences, and, as to all other matters, upon information and belief, including investigation conducted by his attorneys.

**PARTIES**

1. Plaintiff Bradshaw is a resident of Fort Worth, Texas.
2. Defendant Choice Home Warranty is a New Jersey registered corporation headquartered in Edison, New Jersey. Defendant Choice Home Warranty conducts business throughout this District and throughout the US.

## **JURISDICTION AND VENUE**

3. This Court has federal question subject matter jurisdiction over this action under 28 U.S.C. § 1331, as the action arises under the Telephone Consumer Protection Act, 47 U.S.C. §227 (“TCPA”).

4. This Court has personal jurisdiction over the Defendant because the Defendant is located in this District.

5. Venue is proper in this District under 28 U.S.C. § 1391(b) because the Defendant is located in this District.

## **INTRODUCTION**

6. As the Supreme Court explained at the end of its term this year, “Americans passionately disagree about many things. But they are largely united in their disdain for robocalls. The Federal Government receives a staggering number of complaints about robocalls—3.7 million complaints in 2019 alone. The States likewise field a constant barrage of complaints. For nearly 30 years, the people’s representatives in Congress have been fighting back.” *Barr v. Am. Ass’n of Political Consultants*, No. 19-631, 2020 U.S. LEXIS 3544, at \*5 (U.S. July 6, 2020).

7. When Congress enacted the TCPA in 1991, it found that telemarketers called more than 18 million Americans every day. 105 Stat. 2394 at § 2(3).

8. By 2003, due to more powerful autodialing technology, telemarketers were calling 104 million Americans every day. *In re Rules and Regulations Implementing the TCPA of 1991*, 18 FCC Rcd. 14014, ¶ 2, 8 (2003).

9. The problems Congress identified when it enacted the TCPA have only grown exponentially in recent years.

10. According to online robocall tracking service “YouMail,” 4.5 billion robocalls were placed in November 2023 alone, at a rate of 150.2 million per day. [www.robocallindex.com](http://www.robocallindex.com) (last visited December 25, 2023).

11. The FCC also has received an increasing number of complaints about unwanted calls, with 150,000 complaints in 2016, 185,000 complaints in 2017, and 232,000 complaints in 2018. FCC, Consumer Complaint Data Center, [www.fcc.gov/consumer-help-center-data](http://www.fcc.gov/consumer-help-center-data).

12. “Robocalls and telemarketing calls are currently the number one source of consumer complaints at the FCC.” Tom Wheeler, *Cutting off Robocalls* (July 22, 2016), statement of FCC chairman.<sup>1</sup>

13. “The FTC receives more complaints about unwanted calls than all other complaints combined.” Staff of the Federal Trade Commission’s Bureau of

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<sup>1</sup> <https://www.fcc.gov/news-events/blog/2016/07/22/cutting-robocalls>

Consumer Protection, *In re Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991*, Notice of Proposed Rulemaking, CG Docket No. 02-278, at 2 (2016).<sup>2</sup>

## **COMMON ALLEGATIONS**

14. Defendant CHW Group, Inc. operates using the d/b/a Choice Home Warranty.<sup>3</sup>

15. Choice Home Warranty sells home warranty programs that provide protection against home appliance repairs to consumers throughout the US.<sup>4</sup>

16. Defendant Choice Home Warranty places pre-recorded solicitation calls to consumers to solicit its insurance products, as per Plaintiff's experience.

17. Defendant Choice Home Warranty also systematically fails to remove consumer phone numbers from its dialing systems when consumers opt-out from receiving calls, as per Plaintiff's experience.

18. Consumers have posted complaints online directly to Choice Home Warranty through the Better Business Bureau claiming that, as per Plaintiff's experience, they filled out a form online and were unable to get Choice Home

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<sup>2</sup> [https://www.ftc.gov/system/files/documents/advocacy\\_documents/comment-staff-ftc-bureau-consumer-protection-federal-communications-commission-rules-regulations/160616robocallscomment.pdf](https://www.ftc.gov/system/files/documents/advocacy_documents/comment-staff-ftc-bureau-consumer-protection-federal-communications-commission-rules-regulations/160616robocallscomment.pdf)

<sup>3</sup> [https://realtor.choicehomewarranty.com/CHW\\_Realty\\_Brochure\\_NA.pdf](https://realtor.choicehomewarranty.com/CHW_Realty_Brochure_NA.pdf)

<sup>4</sup> <https://www.linkedin.com/company/choice-home-warranty/about/>

Warranty to stop calling them despite their demands to the Defendant to stop calling, including:

Brandt B



12/04/2023

I am being harassed by this company. I asked for a simple quote and they refuse to leave me alone. I called back several times and asked to not be contacted but they refuse to stop. I was told by one gentleman that my name is off the list and then he hung up on me. Just got another call recently. How do i stop something like this when i have asked kindly to stop by they refuse.

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Kimberly C



11/14/2023

Constantly harassed after inquiring online one time. I told them I did not wish to be contacted further, but they continued to do so. I spoke with one of their sales people, and told him why I did not want to use their company, which is because my mother who has paid for their services, has been trying to get something fixed for months and was told to find her own repair person. This is not the service that she paid for. I told him not to contact me any further and I hung up. He called me back from a different line and said, I'll do you one better and then he hung up on me. I have his phone number if you would like it. I tried to call and discuss this with someone else in \*\*\*\*\* I was transferred three different times, only to end up with the department where I should file a claim or had a question about a claim that I had filed. This company has no interest in serving their customers.

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Margie J



10/27/2023

I was simply looking into what their monthly costs are for a home warranty but decided to stay with my original warranty company instead. Hence, I politely asked them to remove me from their calling lists and not contact me again because I am on the National Do Not Call list, and I do not wish to argue with a salesperson and their managers trying to force their sales pitches on me. When I worked in sales, I respected the customers, and I always hated that companies abuse customers like this. Which is why I won't work in sales ever again, and no means no. Instead of respecting my decisions, I keep getting nonstop harassing sales calls from the same people who work for Choice who refuse to cease calling me. I am a 100% rated disabled Veteran who has suffered enough trauma. What is happening with these calls is abusive, and they call from different area codes, so blocking the calls doesn't always help. I feel bad for the customers who are with Choice or were inquiring for information that have to deal with this kind of thing. This is why I have a no soliciting sign on my door and why I rarely give my phone number out to anyone, because you just cannot trust these kinds of salespeople to be decent or do the right things.

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<sup>5</sup> <https://www.bbb.org/us/nj/edison/profile/home-warranty-plans/choice-home-warranty-0221-90048733/customer-reviews>

<sup>6</sup> Id.

<sup>7</sup> Id.

**Initial Complaint**  
11/14/2023

**Complaint Type:** Advertising/Sales Issues  
**Status:** Answered 

I signed up for Choice as my home warranty yesterday. As I was on the website requesting a quote, the sale rep called me saying "I see your on my website and I wanted to know if you had any questions" and then continually talked over me, so I hung up and continued to finish my purchase online. They called back and I said I already purchased the warranty online, they responded "well why would you do that?", I hung up, they called back repeatedly to the point that I had to block their number. Today I have received several calls from Choice and I have asked them to remove my number from their call list and do not call me again. I once again just got a call where they tried to sell me a security system, initially stating they just needed to check my information for security reasons and it was the last step in setting up Choice, then they tried to upsell me their security system. I have written a complaint to the company. I want them to stop these harassing sales calls.

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19. In response to these calls and text messages, Plaintiff Bradshaw brings forward this case seeking injunctive relief requiring the Defendant to cease from violating the TCPA, as well as an award of statutory damages to the members of the Classes and costs.

### **PLAINTIFF BRADSHAW'S ALLEGATIONS**

20. Plaintiff Bradshaw is the sole owner and user of his cell phone number ending in 6345.

21. Plaintiff Bradshaw uses his cell phone number for personal use only. It is not associated with a business.

22. On November 8, 2023, Plaintiff Bradshaw did a search online to learn more about home warranties.

23. Plaintiff Bradshaw visited the website homewarrantycompared.com where he clicked on a link promoting Choice Home Warranty.

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<sup>8</sup> <https://www.bbb.org/us/nj/edison/profile/home-warranty-plans/choice-home-warranty-0221-90048733/complaints?page=12>

24. Plaintiff Bradshaw when he clicked on the link was directed to the website chwprice.com, a site owned and operated by Choice Home Warranty.

25. Plaintiff Bradshaw provided his cell phone number on this form.

26. On November 8, 2023, shortly after filling out the aforementioned form, Plaintiff Bradshaw received calls from Choice Home Warranty.

27. At first, Plaintiff Bradshaw asked the callers to call him back later in the afternoon, because he was busy at the time.

28. When the calls continued, Plaintiff Bradshaw asked for an email providing details about the warranty plans offered by Choice Home Warranty.

29. Plaintiff Bradshaw received an email from Choice Home Warranty. In response, after reviewing the email, Bradshaw replied explaining that he was not interested.

30. Plaintiff Bradshaw then received a call from 800-495-6090 to his cell phone number from the Defendant also on November 8, 2023.

31. A Choice Home Warranty employee solicited the sale of a warranty plan to Plaintiff Bradshaw.

32. Plaintiff Bradshaw told the employee that he was not interested and then he asked for his phone number to be added to their do not call list. He was frustrated because he had received 8 calls from Choice Home Warranty just on November 8, 2023.

33. The phone number 800-495-6090 is operated by Choice Home Warranty according to its privacy policy:

**Electronic Promotional Offers.** If you do not want to receive emails regarding special promotions or offers, you may: (a) click the unsubscribe link in the footer of any email; (b) call customer care at 1-800-495-6090 or (c) contact our Privacy Coordinator at the address set forth below.

**Direct Mail Promotional Offers.** If you do not want to receive promotional offers through direct mail, you may: (a) call customer care at 1-800-495-6090.

**Telemarketing.** If you do not want to receive marketing phone calls, you may: (a) call customer care at 1-800-495-6090; or (b) ask to be placed on our Do Not Call list when you receive a call from us.

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34. Despite his stop call request, Plaintiff received additional calls from Choice Home Warranty once on November 9, 2023 and once more on November 10, 2023.

35. On November 13, 2023 at 9:40 AM, Plaintiff Bradshaw received an unsolicited text message from Choice Home Warranty to his cell phone number with the instruction, reply X to end.

36. In response to the text message, Plaintiff Bradshaw replied “X” to unsubscribe from receiving additional communications as he had already attempted to do.

37. Plaintiff Bradshaw received a confirmation text that he was unsubscribed:

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<sup>9</sup> <https://www.choicehomewarranty.com/privacy-policy/>

Nov 13, 9:40 AM

Conversation with DNC: November 8 Choice Home Warranty

D

Morning Michael, It's Jen with Choice Home Warranty reaching out about your request for a home warranty quote. If you're still interested, let us know and we can set up a call to discuss our best deals. Text X to end.

X

D

Thank you, you have been successfully unsubscribed from this campaign. If you wish to Resubscribe, please reply "START".

38. Despite this stop request, Plaintiff Bradshaw received many more additional calls, including pre-recorded calls and voicemails.

39. On November 13, 2023, Plaintiff received 7 unsolicited calls from Defendant to his cell phone number.

40. On November 14, 2023, Plaintiff received 7 more unsolicited calls from Defendant to his cell phone number. This includes 2 missed calls for which voicemails were left.

41. On November 14, 2023 at 12:09 PM, Plaintiff received an unsolicited call from Defendant to his cell phone from 940-296-2576.

42. This call was not answered, but a voicemail was left playing background noises of a call center.

43. 940-296-2576 is operated by Choice Home Warranty.

44. On November 14, 2023 at 12:29 PM, Plaintiff received an unsolicited call from Defendant to his cell phone from 940-296-2579.

45. This call was not answered, but a voicemail was left playing background noises of a call center.

46. 940-296-2579 is owned/operated by Choice Home Warranty.

47. On November 15, 2023, Plaintiff received 7 more unsolicited calls from Defendant to his cell phone number. This includes 2 missed calls for which voicemails were left.

48. On November 15, 2023 at 9:51 AM, Plaintiff received an unsolicited call from Defendant to his cell phone from 940-296-2579.

49. This call was not answered, but a voicemail was left playing background noises of a call center.

50. On November 15, 2023 at 4:56 PM, Plaintiff received an unsolicited call from Defendant to his cell phone from 940-296-2579.

51. This call was not answered, but a voicemail was left playing background noises of a call center.

52. On November 16, 2023, Plaintiff Bradshaw received 11 unsolicited calls from Defendant to his cell phone.

53. On November 16, 20923, Plaintiff Bradshaw called Defendant Choice Home Warranty at 800-495-6090.

54. Plaintiff spoke to an employee and specifically stated, “I would like to be taken of your contact list.” The employee confirmed that this would be done, but the calls continued.

55. On November 17, 2023, Plaintiff Bradshaw received 4 unsolicited calls from Defendant to his cell phone.

56. On November 20, 2023, Plaintiff received 7 more unsolicited calls from Defendant to his cell phone number. This includes a call from Defendant that was placed at 3:16 PM from 940-296-2576.

57. Plaintiff did not answer this call, but a voicemail was left playing background noises of a call center.

58. Plaintiff received the following list of unsolicited calls from the Defendant to his cell phone:

- November 21, 2023 – 4 calls received
- November 22, 2023 – 2 calls received
- November 24, 2023 – 5 calls received
- November 27, 2023 – 4 calls received
- November 28, 2023 – 3 calls received
- November 29, 2023 – 7 calls received
- November 30, 2023 – 2 calls received
- December 4, 2023 – 1 call received
- December 5, 2023 – 1 call received
- December 6, 2023 – 1 call received
- December 7, 2023 – 1 call received

59. Plaintiff answered many of the aforementioned calls and he made multiple requests for Choice Home Warranty to stop calling, but the calls continued.

60. On December 8, 2023 at 9:24 AM, Plaintiff Bradshaw received an unsolicited call from Choice Home Warranty to his cell phone, from 800-814-4345.

61. This call was not answered, but a pre-recorded voicemail was left stating:

“Choice Home... Hey, this is Erica calling from Choice Home Warranty. Right now, we’re offering great promotional discounts in your area, plus your first month free. With Choice, you can protect your AC, heating, plumbing, water, heater, kitchen and laundry appliances from unexpected breakdowns. You don’t have to miss this great promotion, so give us a call back at 1-800-814-4345. Again, that’s 1-800-814-4345. Thanks and have a great day!”

62. Plaintiff Bradshaw believes this voicemail is pre-recorded because it appears to start mid sentence, is generic, is commercial, and the delivery sounds robotic.

63. In addition, other consumers have recorded and posted the identical voicemail online (with minor differences attributable to transcription software errors), including:

qq Hey, it's, hey this is Eric calling from choice home warranty. Right now. We're offering great promotional discounts in your area plus your first month free which way you can protect her Ac heating plumbing water heater kitchen and laundry appliances from unexpected breakdowns. You don't want to miss his grade. Promotion so give us a call back at 1-800-814-4345 again, that's 1-800-814-4345, thanks and have a great day.

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<sup>10</sup> <https://directory.youmail.com/phone/800-814-4345>

## (800) 814-4345 is a Home Improvement Robocall

Be cautious.

LISTEN

▶ 0:06 / 0:37



TRANSCRIPT

Hey, this is Eric Collins from Choice Home. Hey, this is Eric Collins from Choice Home Warranty. Right now we're offering great promotional discounts in your area. Hey, this is Eric Collins from Choice Home Warranty. Right now we're offering great promotional discounts hey, this is Eric Collins from Choice Home warranty. Right now we're offering great promotion hey, this is Eric Collins from Choice Home warranty. Right now we're offering great promotional discounts in your area, plus your first month free. With choice, you can protect your AC, heating, plumbing, water heater, kitchen and laundry appliances from unexpected breakdowns.

DATE BLOCKED

December 21, 2023

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64. Finally, consumers have posted complaints online about pre-recorded calls they received from 800-814-4345, including:

### REVIEWS +18008144345

Did this number call you? **ADD A REVIEW**

**Other** reported by anonymous (*robocall / recorded message*) 02.09.2021

**Advertising** reported by anonymous (*robocall / recorded message*) 10.07.2021

**Advertising** reported by anonymous unsolicited caller (*robocall / recorded message*) 08.07.2021

**Advertising** reported by anonymous Hang up (*robocall / recorded message*) 14.04.2021

65. The unauthorized solicitation telephone calls and text messages that Plaintiff received from or on behalf of Defendant have harmed Plaintiff Bradshaw

<sup>11</sup> <https://www.nomorobo.com/lookup/800-814-4345>

<sup>12</sup> <https://callfilter.app/18008144345>

in the form of annoyance, nuisance, and invasion of privacy, occupied his phone line, and disturbed the use and enjoyment of his phone.

66. In fact, the voicemails took up space on Plaintiff's voicemail and Plaintiff had to spend time answering the calls so he could ask for the calls to stop.

67. Seeking redress for these injuries, Plaintiff Bradshaw, on behalf of himself and Classes of similarly situated individuals, brings suit under the TCPA.

## **CLASS ALLEGATIONS**

68. Plaintiff Bradshaw brings this action pursuant to Federal Rules of Civil Procedure 23(b)(2) and 23(b)(3) and seeks certification of the following Classes:

**Pre-recorded No Consent Class:** All persons in the United States who from four years prior to the filing of this action through class certification (1) Defendant Choice Home Warranty called on their cellular telephone number (2) using an artificial or pre-recorded voice (3) without prior express consent.

**Internal Do Not Call Class:** All persons in the United States who from four years prior to the filing of this action through class certification (1) Defendant texted and/or called on their residential telephone line at least two times (2) including at least once after the consumer had communicated their wish to not receive any further communications from the Defendant (3) for substantially the same reason Defendant called Plaintiff.

69. The following individuals are excluded from the Classes: (1) any Judge or Magistrate presiding over this action and members of their families; (2) Defendant, its subsidiaries, parents, successors, predecessors, and any entity in

which either Defendant or their parents have a controlling interest and their current or former employees, officers and directors; (3) Plaintiff's attorneys; (4) persons who properly execute and file a timely request for exclusion from the Classes; (5) the legal representatives, successors or assigns of any such excluded persons; and (6) persons whose claims against the Defendant have been fully and finally adjudicated and/or released. Plaintiff Bradshaw anticipates the need to amend the Class definition following appropriate discovery.

70. **Numerosity and Typicality:** On information and belief, there are hundreds, if not thousands of members of the Classes such that joinder of all members is impracticable, and Plaintiff is a member of the Classes.

71. **Commonality and Predominance:** There are many questions of law and fact common to the claims of the Plaintiff and the Classes, and those questions predominate over any questions that may affect individual members of the Classes. Common questions for the Classes include, but are not necessarily limited to the following:

- (a) whether Defendant Choice Home Warranty or its agents placed pre-recorded voice message calls to Plaintiff Bradshaw and members of the Pre-recorded No Consent Class without first obtaining consent to make the calls;

- (b) whether the Defendant engaged in telemarketing without implementing adequate internal policies and procedures for maintaining an internal do not call list;
- (c) whether the calls/text messages constitute a violation of the TCPA;
- (d) whether Class members are entitled to an injunction against Defendant preventing it from making unsolicited prerecorded calls; and
- (e) whether members of the Class are entitled to treble damages based on the willfulness of Defendant's conduct.

72. **Adequate Representation:** Plaintiff Bradshaw will fairly and adequately represent and protect the interests of the Classes, and has retained counsel competent and experienced in class actions. Plaintiff Bradshaw has no interests antagonistic to those of the Classes, and the Defendant has no defenses unique to Plaintiff. Plaintiff Bradshaw and his counsel are committed to vigorously prosecuting this action on behalf of the members of the Classes, and have the financial resources to do so. Neither Plaintiff Bradshaw nor his counsel have any interest adverse to the Classes.

73. **Appropriateness:** This class action is also appropriate for certification because the Defendant has acted or refused to act on grounds generally applicable to the Classes and as a whole, thereby requiring the Court's imposition of uniform relief to ensure compatible standards of conduct toward the members of the Classes

and making final class-wide injunctive relief appropriate. Defendant's business practices apply to and affect the members of the Classes uniformly, and Plaintiff's challenge of those practices hinges on Defendant's conduct with respect to the Classes as wholes, not on facts or law applicable only to Plaintiff Bradshaw. Additionally, the damages suffered by individual members of the Classes will likely be small relative to the burden and expense of individual prosecution of the complex litigation necessitated by Defendant's actions. Thus, it would be virtually impossible for the members of the Classes to obtain effective relief from Defendant's misconduct on an individual basis. A class action provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court.

**FIRST CLAIM FOR RELIEF**  
**Telephone Consumer Protection Act**  
**(Violation of 47 U.S.C. § 227)**

**(On Behalf of Plaintiff Bradshaw and the Pre-recorded No Consent Class)**

74. Plaintiff repeats and realleges the prior paragraphs of this Complaint and incorporates them by reference herein.

75. Defendant Choice Home Warranty and/or its agents transmitted unwanted telephone calls to Plaintiff Bradshaw and the other members of the Pre-recorded No Consent Class using a pre-recorded voice message.

76. These pre-recorded voice calls were made *en masse* without the prior express written consent of the Plaintiff Bradshaw and the other members of the Pre-recorded No Consent Class.

77. The Defendant has, therefore, violated 47 U.S.C. § 227(b)(1)(A)(iii).

As a result of Defendant's conduct, Plaintiff Bradshaw and the other members of the Pre-recorded No Consent Class are each entitled to a minimum of \$500 in damages, and up to \$1,500 in damages, for each violation.

**SECOND CAUSE OF ACTION**  
**Telephone Consumer Protection Act**  
**(Violations of 47 U.S.C. § 227)**  
**(On Behalf of Plaintiff Bradshaw and the Internal Do Not Call Class)**

78. Plaintiff repeats and realleges the prior paragraphs of this Complaint and incorporates them by reference herein.

79. Under 47 C.F.R. § 64.1200(d), “[n]o person or entity shall initiate any call for telemarketing purposes to a residential telephone subscriber unless such person or entity has instituted procedures for maintaining a list of persons who request not to receive telemarketing calls made by or on behalf of that person or entity. The procedures instituted must meet the following minimum standards:

(1) Written policy. Persons or entities making calls for telemarketing purposes must have a written policy, available upon demand, for maintaining a do-not-call list.

(2) Training of personnel engaged in telemarketing. Personnel engaged in any aspect of telemarketing must be informed and trained in the existence and use of the do-not-call list.

(3) Recording, disclosure of do-not-call requests. If a person or entity making a call for telemarketing purposes (or on whose behalf such a call is made) receives a request from a residential telephone subscriber not to receive calls from that person or entity, the person or entity must record the request and place the subscriber's name, if provided, and telephone number on the do-not-call list at the time

the request is made. Persons or entities making calls for telemarketing purposes (or on whose behalf such calls are made) must honor a residential subscriber's do-not-call request within a reasonable time from the date such request is made. This period may not exceed thirty days from the date of such request. If such requests are recorded or maintained by a party other than the person or entity on whose behalf the telemarketing call is made, the person or entity on whose behalf the telemarketing call is made will be liable for any failures to honor the do-not-call request. A person or entity making a call for telemarketing purposes must obtain a consumer's prior express permission to share or forward the consumer's request not to be called to a party other than the person or entity on whose behalf a telemarketing call is made or an affiliated entity.

(4) Identification of sellers and telemarketers. A person or entity making a call for telemarketing purposes must provide the called party with the name of the individual caller, the name of the person or entity on whose behalf the call is being made, and a telephone number or address at which the person or entity may be contacted. The telephone number provided may not be a 900 number or any other number for which charges exceed local or long-distance transmission charges.

(5) Affiliated persons or entities. In the absence of a specific request by the subscriber to the contrary, a residential subscriber's do-not-call request shall apply to the particular business entity making the call (or on whose behalf a call is made), and will not apply to affiliated entities unless the consumer reasonably would expect them to be included given the identification of the caller and the product being advertised.

(6) Maintenance of do-not-call lists. A person or entity making calls for telemarketing purposes must maintain a record of a consumer's request not to receive further telemarketing calls. A do-not-call request must be honored for 5 years from the time the request is made.

80. Defendant placed calls to Plaintiff and members of the Class without implementing internal procedures for maintaining a list of persons who request not to be called/texted by the entity and/or by implementing procedures that do not meet

the minimum requirements to allow the Defendant to initiate telemarketing calls/text messages.

81. The TCPA provides that any “person who has received more than one telephone call within any 12-month period by or on behalf of the same entity in violation of the regulations prescribed under this subsection may” bring a private action based on a violation of said regulations, which were promulgated to protect telephone subscribers’ privacy rights to avoid receiving telephone solicitations to which they object. 47 U.S.C. § 227(c)(5).

82. The Defendant has, therefore, violated 47 U.S.C. § 227(c)(5). As a result of Defendant’s conduct, Plaintiff and the other members of the Class are each entitled to up to \$1,500 per violation.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, individually and on behalf of the Classes, prays for the following relief:

- a) An order certifying this case as a class action on behalf of the Classes as defined above; appointing Plaintiff as the representative of the Classes; and appointing his attorneys as Class Counsel;
- b) An award of money damages and costs;
- c) An order declaring that Defendant’s actions, as set out above, violate the TCPA;

- d) An injunction requiring Defendant to cease all unsolicited calling/texting activity, and to otherwise protect the interests of the Class; and
- e) Such further and other relief as the Court deems just and proper.

### **JURY DEMAND**

Plaintiff Bradshaw requests a jury trial.

**MICHAEL BRADSHAW**, individually  
and on behalf of all others similarly situated,

DATED this 7th day of January, 2024.

By: /s/ Stefan Coleman

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*Attorney for Plaintiff and the putative  
Classes*

*\* Pro Hac Vice motion forthcoming.*